



Revision number:

Purchasing Agent: Frank Volk

Phone #: 801-538-3707

Email: fvolk@utah.gov

**Item: 300 Gallon Weed Sprayer, Skid Mounted, Engine Driven.**

Vendor: 124139A

The McGregor Company  
PO Box 740  
Colfax, WA 99111

Internet Homepage:

[www.mcgregoreq.com](http://www.mcgregoreq.com)

General Contact:

Brian Haasch

Telephone:

800-727-9160

Fax number:

509-6306

Email:

[brian.haasch@mcgregor.com](mailto:brian.haasch@mcgregor.com)

Usage Report Contact:

Same as Above

Reporting Type:

Summary

Brand/trade name:

McGregor

Price:

\$5,893.00

Terms:

Net 30

Effective dates:

6/23/06 thru 6/22/08

Potential renewal options remaining:

3 – 1 Year options

Days required for delivery:

30

Price guarantee period:

2 Years

Freight:

Minimum order:

Min shipment without charges:

Other conditions:

1 year warranty

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**NOTE: THIS IS A NEW CONTRACT.**

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BID NO: FV6925

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing



MODEL	DESCRIPTION	PRICE
US300	McGregor 300 gallon weed sprayer, skid mounted, engine driven.	\$5,893.00

**The units shall include steel or aluminum frames, which will be used for lifting the sprayers on to flat bead trucks. The spray systems will be used for weed control an roadsides. The systems shall be new units of manufacturer's most current model.**

Components shall be of top current engineering and manufacturer practices. All components shall be of proper requirements for the sprayers and of proper design to safely withstand maximum stresses imposed.

Any attachments, accessories, tools or other components normally furnished as standard equipment and necessary to the efficient operation of the weed sprayers shall be furnished

Weed sprayers are to be delivered to the ordering agency or political subdivision completely assembled, tested, calibrated and ready for use. They must meet current State and Federal safety regulations. All prices are to be quoted as FOB destination.

#### **Tanks**

Must have a 300 gallon minimum capacity. Made of poly material with molded legs and shall include all plumbing items, such as valves, hoses and fittings. To have stainless steel, or equivalent, mechanical agitation system installed in the tank. If belt driven assemblies are used to drive pumps and mechanical agitation system, shafts shall be held secure with pillow block bearings or equivalent.

#### **Frame**

The sprayers shall have a steel or aluminum frame extending above the top of the tank with a central lifting point for proper balance.

#### **Electric Reel**

To have 300 feet minimum of ½ inch vinyl or equivalent pressure hose rated @ 600 P.S.I. minimum.

To have a manual hose reel, with guide rail, mounted for 300 feet minimum of hose.

#### **Pump**

To have a Hypro-D70 pump, diaphragm with regulator rated 19 gpm and 290 P.S.I. or equivalent.

#### **Spray**

To have a hand spray gun, Green Garde JD9C, or equivalent.

To have a spray arm this will swing to the right or left for spraying.

#### **Nozzles**

To have Boom Buster Nozzles model 180-6 with six foot spray width, 3/8 pipe threads, and nylon diffusers, or equivalent. Nozzle to have a solenoid valve control with portable switch box and 25 feet of weather proof 2 wire 14 gauge cable. Wiring connections type screw type ans sealed

#### **Engine**



To have 9 HP minimum overhead valve electric start engine or equivalent with charging system and battery

To have controls that will operate the spray nozzles from the cab of the truck.

**FINET COMMODITY CODE(S):**

81093000000 – SPRAY EQUIPMENT, PORTABLE, HAND POWERED.

02046000000 – HERBICIDE, INSECTICIDE AND FUNGICIDE APPLICATORS AND DISTRIBUTORS.

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**REVISION HISTORY:**

**Matt Jenkins - State of Utah contract award PD2014**

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**From:** Matt Jenkins  
**To:** brian.haasch@mcgregoreq.com  
**Date:** 6/23/2006 3:04 PM  
**Subject:** State of Utah contract award PD2014  
**CC:** Volk, Frank

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Attn: Brian Haasch  
The McGregor Company  
PO Box 740  
Colfax, WA 99111

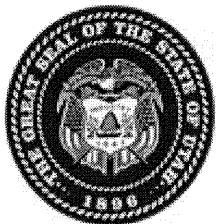
The State of Utah is pleased to inform you that your company has been awarded State Cooperative Contract PD2014 as a result of solicitation number FV6925.

Attached is a copy of the signature page and contract information summary which state agencies and political subdivisions can access at <http://www.purchasing.utah.gov/statewidecontracts/>. The files are listed under the State Cooperative Contract number listed above. It is important that you read all documents to verify prices, terms and conditions, contact numbers, email addresses, etc. If you discover any errors please notify me immediately.

Please be advised that a usage report must be furnished by your company each quarter as outlined in the attached letter. Timely submittal of these reports are an important part of your contract obligations.

We look forward to our successful partnership. Please contact me if you have any questions about the above information.

Matt Jenkins, Purchasing Technician  
State of Utah  
Division of Purchasing & General Services  
3150 State Office Building  
Salt Lake City, Utah 84114  
mattjenkins@utah.gov  
Phone: 801-538-3151  
Fax: 801-538-3882

Vendor: **The McGregor Company**

# State of Utah Invitation to Bid State Cooperative Contract

Company Name <b>The McGregor Company</b>		Federal Tax Identification Number <b>910314020</b>	
Ordering Address <b>PO Box 740</b>	City <b>Colfax</b>	State <b>WA</b>	Zip Code <b>99111</b>
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <b>Brian Haasch</b>	
Telephone Number (include area code) <b>800-727-9160</b>	Fax Number (include area code) <b>509-397-6306</b>	Email Address <b>brian.haasch@mcgregor.com</b>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>30</b>	
Brand/Trade Name <b>McGregor</b>		Price Guarantee Period (see attached specifications for any required minimums) <b>30 days</b>	
Minimum Order		Company's Internet Web Address <b>www.mcgregoreq.com</b>	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. <b>State of Washington</b>			
Offeror's Authorized Representative's Signature <i>Signed Electronically</i>		Print or type name and title <b>Brian Haasch</b>	Date <b>4-26-2006</b>
State of Utah Division of Purchasing Approval Douglas G. Richins, Director <i>D. Richins</i>		Date <b>JUN 20 2006</b>	Contract Number <b>PD2014</b>

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

**1. SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC ([www.rfpdepot.com](http://www.rfpdepot.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

**6. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**7. AWARD OF CONTRACT:** (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract

the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted [www.purchasing.utah.gov/BidProcessing/BidTabulations.asp](http://www.purchasing.utah.gov/BidProcessing/BidTabulations.asp). (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**8. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**9. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision: 2 February 2006 - ITB Instructions)

## The McGregor Company

Bid Contact Brian Haasch  
[brian.haasch@mcgregor.com](mailto:brian.haasch@mcgregor.com)  
Ph 509-397-4360

Address PO Box 740  
Colfax, WA 99111

Item #	Line	Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FV6925-1-01	300	Supplier Gallon Weed Sprayer(s) Skid mounted, Engine driven  Product Code: Product Make: McGregor Product Model: US300 Meets or Exceeds all Specifications: Yes Warranty: 1 YR	First Offer - \$5,893.00	1 / each	\$5,893.00		Y
Vendor Total					\$5,893.00		



**Bid #FV6925 - 300 Gallon Weed Sprayer(s)**Creation Date **Apr 19, 2006**End Date **May 10, 2006 2:00:00 PM MDT**Start Date **Apr 20, 2006 9:20:12 AM MDT**Awarded Date **Not Yet Awarded**

<b>FV6925-1-01 300 Gallon Weed Sprayer(s) Skid mounted, Engine driven</b>					
<b>Vendor</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
Wylie Mfg.	First Offer - \$5,330.00	1 / each	\$5,330.00	<b>Y</b>	<b>Y</b>
<b>Agency Notes:</b> <i>This exception is very important it is a jet state agitator instead of mechanical</i>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> <b>Product Make:</b> Wylie <b>Product Model:</b> W5143 <b>Meets or Exceeds all Specifications:</b> 1 exception; all other meets or exceeds <b>Warranty:</b> 1yr frame; 5 yr tank Bid details, literature, warranty and engineering drawing are attached.			
The McGregor Company	First Offer - \$5,893.00	1 / each	\$5,893.00		<b>Y</b>
<b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b> <b>Product Make:</b> McGregor <b>Product Model:</b> US300 <b>Meets or Exceeds all Specifications:</b> Yes <b>Warranty:</b> 1 YR			
Birdies sales & service	Alt 2 - \$6,847.64	1 / each	\$6,847.64		<b>Y</b>
<b>Agency Notes:</b>		<b>Supplier Product Code:</b> W5143A <b>Vendor Notes:</b> <b>Product Make:</b> WYLIE SPRAYERS <b>Product Model:</b> W5143-A <b>Meets or Exceeds all Specifications:</b> MEETS <b>Warranty:</b> 2YEARS THIS ONE HAS DP-139 PUMP WITH 8 HP ELECTRIC START HONDA			
SRC Corp. d.b.a. Steve Regan Company	First Offer - \$6,875.00	1 / each	\$6,875.00		<b>Y</b>
<b>Agency Notes:</b>		<b>Supplier Product Code:</b> src 300 <b>Vendor Notes:</b> <b>Product Make:</b> src <b>Product Model:</b> state 300 gal <b>Meets or Exceeds all Specifications:</b> yes <b>Warranty:</b> 1 year repair or replace on all componet items			
Rocky Mountain Turf	First Offer - \$8,555.00	1 / each	\$8,555.00		<b>Y</b>
<b>Agency Notes:</b>		<b>Supplier Product Code:</b> SDI 3002HE9M <b>Vendor Notes:</b> <b>Product Make:</b> SDI <b>Product Model:</b> 3002HE9M <b>Meets or Exceeds all Specifications:</b> Yes <b>Warranty:</b> One Year Manufacturer's Warranty on Defective Parts & Labor We exceed the specifications. We have a fiberglass tank instead of a poly tank.			
Birdies sales & service	First Offer - \$9,737.64	1 / each	\$9,737.64		<b>Y</b>
<b>Agency Notes:</b>		<b>Supplier Product Code:</b> w5143 <b>Vendor Notes:</b> <b>Product Make:</b> WYLIE SPRAYERS <b>Product Model:</b> W5143 <b>Meets or Exceeds all Specifications:</b> MEETS <b>Warranty:</b> 2 YEARS THIS ONE HAS PP238 PUMP WITH 18 HP HONDA			

## Vendor Totals

<u>Wylie Mfg.</u>		\$5,330.00
Bid Contact	Jim Thompson <a href="mailto:jimt@wyliesprayers.com">jimt@wyliesprayers.com</a> Ph 806-763-1075	Address 702 E. 40th ST Lubbock, TX 79404
Bid Notes	Delivery -- 60 days from order Freight -- FOB destination Utah Terms -- 5% 10 days; net 30	
Agency Notes:		Vendor Notes:
<u>The McGregor Company</u>		\$5,893.00
Bid Contact	Brian Haasch <a href="mailto:brian.haasch@mcgregor.com">brian.haasch@mcgregor.com</a> Ph 509-397-4360	Address PO Box 740 Colfax, WA 99111
Agency Notes:		Vendor Notes:
<u>Birdies sales &amp; service</u>		\$6,847.64
Bid Contact	Clinton Bird <a href="mailto:birdiessales@aol.com">birdiessales@aol.com</a> Ph 801-798-1149	Address 1291 east expressway lane spanish fork, UT 84660
Vendor Code	22676	
Agency Notes:		Vendor Notes:
<u>SRC Corp. d.b.a. Steve Regan Company</u>		\$6,875.00
Bid Contact	DJ Johnson <a href="mailto:djjohnson@steveregan.com">djjohnson@steveregan.com</a> Ph 801-268-4494 Fax 801-268-4596	Address PO Box 30676 Salt Lake City, UT 84130
Agency Notes:		Vendor Notes:
<u>Rocky Mountain Turf</u>		\$8,555.00
Bid Contact	Cindy Nielsen <a href="mailto:cindy@rockymountainturf.com">cindy@rockymountainturf.com</a> Ph 801-262-0182	Address 4350 S. 50 W. Murray, UT 84107
Vendor Code	19953	
Agency Notes:		Vendor Notes:

\* \* All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

# STATE OF UTAH



## **SOLICITATION NO. FV6925**

300 Gallon Weed Sprayer(s)

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RESPONSES ARE DUE PRIOR TO:

May 10, 2006 2:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.rfpdepot.com](http://www.rfpdepot.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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## Bid FV6925 300 Gallon Weed Sprayer(s)

Bid Number FV6925  
 Bid Title 300 Gallon Weed Sprayer(s)  
 Bid Start Date Apr 20, 2006 9:20:12 AM MDT  
 Bid End Date May 10, 2006 2:00:00 PM MDT  
 Question & Answer End Date May 4, 2006 8:30:00 AM MDT

Bid Contact Frank Volk  
 Purchasing Agent  
 801-538-3707  
 fvolk@utah.gov

Contract Duration 2 years  
 Contract Renewal 3 annual renewals  
 Prices Good for 2 years

Bid Comments Prices are to be quoted as FOB Destination.

### Item Response Form

Item FV6925-1-01 - 300 Gallon Weed Sprayer(s) Skid mounted, Engine driven  
 Quantity 1 each  
 Unit Price   
 Product Make   
 Product Model   
 Meets or Exceeds all Specifications   
 Warranty   
 Delivery Location State of Utah  
No Location Specified  
 Qty 1

#### Description

Per the attached specifications. Please specify the make and model and also the warranty .

Include: 1)drawings, pictures and/or brochures, 2) Additional warranty information (if needed), and 3) a list of exceptions to the bid specifications. These can all be done as uploaded attachment(s) to this bid.



# State of Utah

## Invitation to Bid

### State Cooperative Contract

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government		Company Contact Person _____	
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Print or type name and title _____	Date _____
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date _____	Contract Number _____

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

**1. SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC ([www.rfpdepot.com](http://www.rfpdepot.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

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**7. AWARD OF CONTRACT:** (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if

the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted [www.purchasing.utah.gov/BidProcessing/BidTabulations.asp](http://www.purchasing.utah.gov/BidProcessing/BidTabulations.asp). (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**8. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

**9. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision: 2 February 2006 - ITB Instructions)

**Invitation to Bid (ITB)  
Statewide Contract – 300 Gallon Weed Sprayer  
Specifications Pages  
Bid Number FV6925**

**I. GENERAL INFORMATION**

**1. INTRODUCTION:**

The State of Utah, Division of Purchasing & General Services is requesting bids for the future purchases of 300 gallon weed sprayers, engine driven, and skid mounted. All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A).

**2. PURPOSE:**

The purpose of this Invitation to Bid (herein ITB) is to establish a statewide contract for the use of all State of Utah agencies and its political subdivisions (i.e. colleges, school districts, counties, cities, etc.). This solicitation may result in the award of multiple contracts.

State agencies with requirements that are not met by the contracts resulting from this ITB will meet their needs through the competitive solicitation process on an as-needed basis.

**3. PROCUREMENT MANAGER (ALSO CONTRACT MANAGER):**

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services is:

Frank Volk  
State of Utah  
Division of Purchasing & General Services  
Room 3150 State Office Building, Capitol Hill  
Salt Lake City UT 84114-1061  
fvolk@utah.gov  
Voice: (801) 538-3707 Fax: (801) 538-3882

**4. RELEVANT WEBSITE:**

The website for the State of Utah, Division of Purchasing & General Services, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is: <http://www.purchasing.utah.gov> This site will also host the contract information for the contract that results from this ITB.

**5. BID DUE DATE, TIME AND LOCATION:**

**Bidders may do their bid and submit it through the RFP Depot system. This is the preferred method to return your bid documents. This is the easiest most efficient and reliable bidding method offered.**

If you prefer you may provide one (1) hard copy of bid which is due by Wednesday, May 10th, 2006 by 2:00pm and must be received at the following location:



State of Utah  
Division of Purchasing & General Services  
Room 3150, State Office Building, Capitol Hill  
Salt Lake City UT 84114-1061

Late bids will not be considered. Bids will not be accepted via fax.

If you plan to hand deliver your bid, please note: Due to construction on Capitol Hill, it is difficult to get into the building and into the Purchasing Office. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. Please allow sufficient time.

Bid must be sealed and labeled on the outside of the package to clearly indicate the bid number, due date and time.

Bidders may submit bid any time prior to the above stated deadline. The formal bid opening will be held in the Division of Purchasing conference room at 2:00 p.m. Bidders are invited to attend, but attendance is not required.

**6. HISTORICAL USAGE DATA:**

The total volume in 2005 calendar year was \$80,000. This volume is from State Agencies and Political Subdivisions such as cities and counties. This dollar volume is not a guarantee of future volume performance.

**7. GOVERNING LAWS AND REGULATIONS:**

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 4 for address).

## **II. AWARD OF CONTRACT AND CONTRACT TERMS**

**1. AWARD OF CONTRACT:**

Contracts will be awarded to the lowest bidding responsive and responsible bidder(s). The state reserves the right to cancel any contract awarded as a result of this solicitation when it is in the best interest of the state.

**2. CONTRACT TERM:**

The contract term is two (2) years. Contracts are renewable, at the State's option, on an annual basis, up to a maximum of three total renewal years (contract potential is five years, including all renewal options).

**3. PRICE GUARANTEE:**

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for at least one (1) year and must be made at least 30 days prior to the effective date. Request for price adjustment must include

sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing.

**4. PRICE REDUCTIONS:**

It is understood and agreed that in the event of a reduction in price, the State of Utah will be given the full benefit of such decrease.

**5. CANCELLATION OF PROCUREMENT:**

This bid may be canceled at any time when the State of Utah, Division of Purchasing & General Services determines such action to be in the best interest of the State.

**6. RIGHT TO PUBLISH:**

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to release any information that pertains to the potential work or activities covered by this procurement or contracts. Failure to adhere to this requirement may result in disqualification of the vendor's bid or termination of the contract for cause.

**7. MANDATORY USAGE REPORT REQUIREMENT (Attachment A):**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to [salesreports@utah.gov](mailto:salesreports@utah.gov).

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

**Quarterly Report Submission**

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

**Quarter #1:** July 1 through September 30, due annually by October 30.

**Quarter #2:** October 1 through December 31, due annually by January 30.

**Quarter #3:** January 1 through March 31, due annually by April 30.

**Quarter #4:** April 1 through June 30, due annually by July 30.

**Bidders shall identify below the name of the individual responsible for preparation of the mandatory usage reports:**

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	

EMAIL ADDRESS:	
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### III. SPECIFICATIONS AND REQUIREMENTS

**Bids are requested to establish a statewide contract (s) for 300 gallon, engine driven, skid mounted weed sprayer. The units shall include steel or aluminum frames, which will be used for lifting the sprayers on to flat bead trucks. The spray systems will be used for weed control an roadsides. The systems shall be new units of manufacturer's most current model.**

**Include specification sheets and brochures with your bid (If available) Please attach to your bid.**

The intent of these specifications is to describe the minimum requirements of weed sprayer control systems, which the state feels, meets their needs. Component materials shall be of quality equal to, or superior to, commercially used materials for this application. Components shall conform top current engineering and manufacturer practices. All components shall be of proper requirements for the sprayers and of proper design to safely withstand maximum stresses imposed.

Any attachments, accessories, tools or other components normally furnished as standard equipment and necessary to the efficient operation of the weed sprayers shall be furnished

Wherever in this document an item is defined by using a trade name and model number of a manufacturer or vendor, it is intended that the words "or approved equal" apply.

Weed sprayers are to be delivered to the ordering agency or political subdivision completely assembled, tested, calibrated and ready for use. They must meet current State and Federal safety regulations. All prices are to be quoted as FOB destination.

#### **Tanks**

Must have a 300 gallon minimum capacity. Made of poly material with molded legs and shall include all plumbing items, such as valves, hoses and fittings.

To have stainless steel, or equivalent, mechanical agitation system installed in the tank.

If belt driven assemblies are used to drive pumps and mechanical agitation system, shafts shall be held secure with pillow block bearings or equivalent.

#### **Frame**

The sprayers shall have a steel or aluminum frame extending above the top of the tank with a central lifting point for proper balance.

#### **Electric Reel**

To have 300 feet minimum of ½ inch vinyl or equivalent pressure hose rated @ 600 P.S.I. minimum.

To have a manual hose reel, with guide rail, mounted for 300 feet minimum of hose.

### **Pump**

To have a Hypro-D70 pump, diaphragm with regulator rated 19 gpm and 290 P.S.I. or equivalent.

### **Spray**

To have a hand spray gun, Green Garde JD9C, or equivalent.

To have a spray arm this will swing to the right or left for spraying

### **Nozzles**

To have Boom Buster Nozzles model 180-6 with six foot spray width, 3/8 pipe threads, and nylon diffusers, or equivalent. Nozzle to have a solenoid valve control with portable switch box and 25 feet of weather proof 2 wire 14 gauge cable. Wiring connections type screw type and sealed

### **Engine**

To have 9 HP minimum overhead valve electric start engine or equivalent with charging system and battery

To have controls that will operate the spray nozzles from the cab of the truck.

### **Warranty**

List the warranty and what is covered as an attachment to the bid documents

Bidders are also to list any exceptions i(f any) to the bid. These are to be attached to the bid document when submitted.

**ATTACHMENT A**  
**Sample Reports**

Summary Report

From	To	Customer	Purchase Total
		<b>Sample Data follows</b>	
07/01/04	09/30/04	Weber State University	\$12,331.00
07/01/04	09/30/04	State of Utah Purchasing	\$6,571.00
07/01/04	09/30/04	National Guard	\$4,329.00
07/01/04	09/30/04	Mosquito Abatement District - Salt Lake City	\$767.00
07/01/04	09/30/04	Ogden City	\$2,134.00
07/01/04	09/30/04	Utah County	\$48,776.00
07/01/04	09/30/04	Utah Transit Authority	\$62,374.00
07/01/04	09/30/04	Carbon County	\$1,325.00
07/01/04	09/30/04	Davis County School District	\$47,212.00
07/01/04	09/30/04	Water Conservancy District - Jordan Valley	\$357.00
07/01/04	09/30/04	State of Utah Human Services	\$6,257.00
07/01/04	09/30/04	Southern Utah University	\$1,341.00

Line Item Report

From	To	Product #	Item Description	Unit	Unit Price	Qty.	Line Total
			<b>Sample data follows</b>				
07/01/04	09/30/04		Light bulbs, 45 watt	Box/4	\$1.25	17	\$21.25
07/01/04	09/30/04		White paint, 5 gallon	Each	\$17.21	5	\$86.05
07/01/04	09/30/04		3/4" paint brush	Case/24	\$5.24	7	\$36.68
07/01/04	09/30/04		Light bulbs, 100 watt	Case/12	\$3.16	24	\$75.84
07/01/04	09/30/04		Bright white copy paper	Ream	\$4.15	15	\$62.25
07/01/04	09/30/04		Bright white copy paper	Carton	\$22.76	30	\$682.80
07/01/04	09/30/04		3/4" paint brush	Each	\$0.00	0	\$0.00
07/01/04	09/30/04		White paint, 1 gallon	Each	\$7.13	9	\$64.17

## **Standard Contract Terms and Conditions State of Utah, State Cooperative Contract**

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

**3. LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

**7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**8. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

**11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

**12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**13. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary



information, or copyright information.

**36. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

**37. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**38. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

**39. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**40. ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006

## Questions and Answers

### Question

1. Section III, under "Electric Reel", the bid specifies a "manual hose reel". Which do you prefer, electric or manual?
2. Is the diaphragm pump required for the desired spraying applications? Based on the hand spray gun and Boom Buster nozzle that is specified, a centrifugal pump would be less expensive, easier to service and easier to control with the in-cab controls, yet would provide more than adequate volume and pressure.
3. Should the spray arm bolt directly to the skid or should it be a receiver hitch mount? (Submitted: Apr 24, 2006 9:04:04 AM MDT)

### Answer

- I Answer to question #1 Manual hose reel is the preferred reel.

Answer to question #2 The specification for the Pump is as follows:

To have a Hypro-D70 pump, diaphragm with regulator rated 19 gpm and 290 P.S.I. or equivalent.

This is the preferred pump. If you wish to bid a second bid or alternative, you may do so.

Answer to question #3 The preferred method is the sprat arm bolted directly to the skid but you may bid either way. (Answered: Apr 24, 2006 9:09:30 AM MDT)